

Michael R. Glenn

REPLY TO:
320 WEST CENTRAL STREET
P.O. BOX 36
NOKOMIS, ILLINOIS 62075

SATELLITE OFFICE:
118 W. RYDER
LITCHFIELD, IL 62056

ATTORNEY AT LAW

TELEPHONE: (217) 563-7777
FAX: (217) 563-7781

TELEPHONE: (217) 324-7777
FAX: (217) 324-7785

December 13, 2011

US EPA RECORDS CENTER REGION 5



422471

John M. Ix
Dechert LLP
Cira Centre
2929 Arch St.
Philadelphia, PA 19104-2808

Thomas Krueger, Esq.
Multi-Media Branch II, Section I
U.S. Environmental Protection Agency
77 West Jackson Blvd., Mail Code C14-J
Chicago, IL 60604

Kim Geving, Esq.
Assistant Counsel
Illinois Environmental Protection Agency
Division of Legal Counsel #21
1021 North Grand Ave. East
P.O. Box 19276
Springfield, IL 62794-9276

City of Hillsboro
P.O. Box 556
447 S. Main St.
Hillsboro, IL 62049

Ameren Illinois
Legal Department
300 Liberty St.
Peoria, IL 61602

RE: Environmental Covenant of T.L. Diamond & Company, Inc.

Dear Folks:

Enclosed please find the recorded Environmental Covenant.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Michael R. Glenn', with a long horizontal flourish extending to the right.

MICHAEL R. GLENN
Attorney at Law

MRG/ana
Enclosure

Environmental Covenant Under Illinois Uniform Environmental Covenant Act

201100066884
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
12-13-2011 At 02:13 pm.
COVENANTS 48.00
OR Book 1470 Page 223 - 235
RHSP Surcharge 10.00

This instrument was prepared by:

Instrument Book Page
201100066884 OR 1470 223

Name: Thomas Krueger

Address: U.S. EPA (C-14J), 77 W. Jackson Blvd., Chicago, IL 60604-3590

Please return this instrument to:

Name: Thomas Krueger

Address: U.S. EPA (C-14J), 77 W. Jackson Blvd., Chicago, IL 60604-3590

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this 1st day of Dec., 2011, by and among T.L. Diamond & Company, Inc. ("Grantor" or "TLD"), a New York Corporation, and the Holders/Grantees further identified in Paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 ("UECA") for the purpose of imposing activity and use limitations described herein on the real property (the "Property") that TLD owns in the County of Montgomery, State of Illinois, more particularly described and known as:

Tract 1: Part of the southeast quarter (SE $\frac{1}{4}$) of Section 1, Township 8 North, Range 4 West, Third Principal Meridian, Montgomery County, Illinois, described as follows:

Beginning at an iron pin found at the northeast corner of said S.E. $\frac{1}{4}$, Sec. 1, being at the intersection of two public roads, thence S 0 01' 03" W along the east line of the Section, also being along the center of Township Road 212 (T.R. 212), a distance of 495.06 feet to an iron pin; thence S 89 09' 03" W, 1757.88 feet to an iron pin; thence N 0 13' 38" W, 495.03 feet to an iron

pin on the north line of said S.E. 1/4, Section 1, also being on the centerline of Smith Road; thence N 89 09' 03" E along said north line and said road, a distance of 1759.99 feet to the point of beginning (P.O.B.) containing 20.00 acres, more or less. 218 INDUSTRIAL DRIVE
16-01-476-002

Tract 2: Part of the southeast quarter (S.E. 1/4) of Section 1 and the northeast quarter (NE 1/4) of Section 12, Township 8 North, Range 4 West and part of the southwest quarter of Section 6, Township 8 North, Range 3 West, Third principal meridian, Montgomery County, Illinois, described as follows:

Commencing at an iron pin found at the northeast corner of said S.E. 1/4, Sec. 1, thence S 0 01' 03" W along the east line of the section, being the centerline of Township Rd. 212 (T.R. 212), a distance of 495.06 feet for a point of beginning (P.O.B.) thence continuing along said line, S 0 01' 03" W, 825.75 feet to an iron pin; thence S 29 42' 23" E, 1067.63 feet to the centerline of the abandoned C.C.C. & St. L.R.R. (Conrail); thence S 52 17' 20" W along said centerline 129.14 feet to an iron pin set at the point of curvature of a 2 curve to the right of said railroad; thence continuing along the railroad centerline on a series of chords, with iron pins at each line change, the first chord being S 54 22' 13" W, 207.97 feet; thence S 59 26' 55" W 299.88 feet; thence S 65 27' 09" W, 299.78 feet; thence S 71 27' 00" W, 299.84 feet; thence S 77 26' 51" W, 299.81 feet; thence S 83 06' 41" W, 266.85 feet; thence S 86 46' 43" W, 100.00 feet to the point of tangency of the railroad curve; thence continuing along the centerline of the railroad S 87 46' 53" W, tangent to said curve, a distance of 1416.74 feet to the intersection of the railroad centerline and the west line of said N.E. 1/4, Sec. 12; thence N 1 06' 42" W along said west line, 49.51 feet to a chiseled X on the north right of way line of the railroad; thence continuing along said west line N 1 06' 42" W, 262.29 feet to an iron pin found at the corner between the N.E. 1/4, Sec. 12 and the S.E. 1/4, Sec. 1; thence continuing N 1 06' 42" W along the west line of the S.E. 1/4, Sec. 1, 303.32 feet to an iron pin on the south right of way line of East Water Street; thence N 89 23' 13" E along said right of way, 30.00 feet to an iron pin at the southeast corner of East Water Street and Larkin Street; thence N 1 06' 42" W along the east line of Larkin Street, 42.74 feet to an iron pin; thence N 89 52' 04" E, 256.15 feet to an iron pin; thence N 5 09' 55" E, 102.05 feet to an iron pin; thence N 89 50' 42" E, 559.97 feet to an iron pin; thence N 0 13' 38" W, 884.80 feet to an iron pin on the north right of way line of Brailey Street; thence N 89 57' 04" E along said line, 39.30 feet to an iron pin; then N 0 13' 38" W, 810.80 feet to an iron pin which marks the southwest corner of Tract 1, as described above, thence N 89 09' 03" E, 1757.88 feet to the point of beginning, containing 117.15 acres, more or less, excepting therefrom a strip of right of way 49.5 feet wide north of centerline of the abandoned centerline as described herein, said exception being 3.76 acres, more or less, thus leaving 113.39 acres, more or less, as the total for Tract 2.

218 INDUSTRIAL DRIVE 16-12-201-001
17-06-351-020

2. **Grantor:** TLD is the current fee owner of the Property and is the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is

T.L. Diamond & Company, Inc.
30 Rockefeller Plaza
New York, New York 10112-2200

3. Holders (and Grantees for purposes of indexing):

A. The Illinois Environmental Protection Agency (Illinois EPA) is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276.

B. TLD is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to UECA. Regardless of any future transfer of the Property, TLD shall remain a Holder of this Environmental Covenant. TLD is to be identified as both Grantee and Grantor for purposes of indexing.

4. Agencies: The Illinois EPA and the United States Environmental Protection Agency (U.S. EPA) are "Agencies" within the meaning of Section 2(2) of UECA. The Agencies have approved the environmental response project described in Paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. Environmental Response Project and Administrative Record:

A. This Environmental Covenant arises under an environmental response project as defined in Section 2(5) of UECA.

B. On the Property, there is the Eagle Zinc Site (the "Site"), which the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in Volume 72 of the Federal Register on September 19, 2007, pages 53463 -69. U.S. EPA anticipates that it will select a remedial action for the Site (the "Remedial Action") by issuing a Record of Decision. The Remedial Action may include land and groundwater use restrictions consistent with those in this declaration of environmental restrictive covenants. TLD has agreed to implement the land and groundwater use restrictions on the Property, in a Consent Decree entered on September 17, 2008 in the case of *United States v. T.L. Diamond & Company, Inc. et al.*, Civil Action No. 3:08-cv-03079-JES-BGC (C.D. Ill.) (the "Consent Decree"), which requires TLD: (a) to provide a permanent right of access over the Property to the State of Illinois and the United States for purposes specified in the Decree; (b) to limit permanently the use of the Property, for the purpose of protecting human health, the environment and the remedial action; and (c) to reserve an environmental easement and restrictive covenants running with the land that imposes the land and groundwater use restrictions listed in Paragraph 7 below and is enforceable by the United States and the State of Illinois.

C. The Administrative Record for the environmental response project at the Site (including the Property) is maintained at the U.S. EPA Superfund Record Center, 7th Floor, 77 West Jackson Blvd, Chicago, Illinois 60604. Persons may also contact the IEPA FOIA Officer, Division of Records, #16, 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276 for the Administrative Record or other information concerning the Site.

6. **Grant of Covenant. Covenant Runs With The Land:** Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall “run with the land” in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. **Activity and Use Limitations:** The following Activity and Use Limitations apply to the use of the Property unless and until they are modified in accordance with Paragraph 8:

A. **No disturbance of cover:** Except as provided in a plan approved by U.S. EPA with Illinois EPA concurrence, no action shall be taken to excavate or drill or intrude into, or penetrate or otherwise disturb any facility cover that may be demarcated as part of the Remedial Action to be selected by U.S. EPA for the Site.

B. **No interference with remedy:** There shall be no knowing interference of any sort, by the Grantor with the construction, operation, maintenance, monitoring, efficacy, or physical integrity of any component, structure, or improvement resulting from or relating to the Remedial Action on the Property. There shall be no interference of any sort by any other occupants, lessees, or persons acquiring an interest in the Property, including, but not limited to, any subsequent owners, with the construction, operation, maintenance, monitoring, efficacy, or physical integrity of any component, structure, or improvement resulting from or relating to the Remedial Action on the Property. No action shall be taken that would cause waste materials covered as part of the remedy to become exposed.

C. **Land uses:** The Property shall not be used for any of the following purposes:

1. Residential, including any dwelling units and rooming units, mobile homes or factory built housing, camping facilities, hotels, or other unit constructed or installed for occupancy on a 24-hour basis;
2. A hospital for humans;
3. Educational institutions such as a public or private school;
4. A day care center for children; and
5. Any use that would disturb or penetrate the facility cover as described in subparagraph 7.A. or interfere with the remedy as described in subparagraph 7.B. (e.g. construction of buildings).

D. **Ground water uses:** No activities shall be conducted on the Property that extract, consume, or otherwise use any groundwater from the Property, nor shall any wells be constructed on the Property for purposes other than ground water monitoring, unless approved by U.S. EPA.

8. **Amendment or Termination:** The activity and use restrictions shall continue until and unless U.S. EPA and Illinois EPA, after consultation with TLD (if TLD is an extant corporation at that time), approve the modification or rescission of the restrictions. U.S. EPA with the concurrence of Illinois EPA may modify or terminate, in whole or in part, the restrictions set

forth in Paragraph 7 in writing, as authorized by law. The owner of the Property may seek to modify or terminate, in whole or in part, the restrictions set forth in Paragraph 7 by submitting to U.S. EPA, Illinois EPA and TLD a written application that identifies each such restriction to be terminated or modified, describes the terms of each proposed modification, any proposed revisions to this notice and any proposed changes to the environmental easement and restrictive covenants applicable to the Property. Each application for termination or modification of any restriction set forth in Paragraph 7 shall include a demonstration by the owner of the Property that the requested termination or modification will not interfere with, impair or reduce:

- a) the effectiveness of any remedial measures at the Site;
- b) the long term protectiveness of the Remedial Action; or
- c) protection of human health and the environment.

If U.S. EPA, with the concurrence of Illinois EPA, makes a determination that an application satisfies the requirements of this Paragraph 8, U.S. EPA will notify the owner of the Property in writing. If U.S. EPA does not respond in writing within 90 days to an application to modify or terminate any restrictions, U.S. EPA shall be deemed to have denied the owner's application. Any approved modification of the use restrictions shall be recorded with the Recorder of Deeds, Montgomery County, Illinois.

This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EPA, U.S. EPA, and the current owner of the fee simple of the Property, unless waived by the Agencies. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant.

9. Access: The Property is subject to an irrevocable, permanent and continuing right of access by the United States (including U.S. EPA and its contractors), Illinois EPA (including its contractors) and TLD (including its contractors) at all reasonable times, upon reasonable notice, for the purpose of conducting any response activity related to the Site, including, but not limited to, the following activities:

- A. Monitoring, investigation, removal, remedial or other activities at the Site;
- B. Verifying any data or information submitted to the State of Illinois or the United States;
- C. Conducting investigations relating to contamination at or near the Site, including conducting periodic reviews of the environmental response project described in Paragraph 5 above;
- D. Obtaining samples;
- E. Assessing the need for, planning, selecting, preparing for, and/or implementing response actions at or related to the Site;

F. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by TLD or its agents related to response activity at the Site, consistent with the Consent Decree;

G. Assessing TLD's compliance with the Consent Decree;

H. Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to the Consent Decree; and

I. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the environmental response project described in Paragraph 5 above or of any federal or state environmental laws or regulations.

10. No Limitation of Rights or Authorities: Nothing in this document shall limit or otherwise affect U.S. EPA's or the State of Illinois' rights of entry and access or authority to take response actions under CERCLA, the NCP, or other federal or state law.

11. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

12. Inspection: In addition to the access rights set forth in Paragraphs 9 and 10 above, the United States and the State of Illinois may enter the Property from time to time for the purposes of performing inspections, overseeing remedy implementation or enforcing the restrictions set forth in Paragraph 7 above after reasonable notice to the owners or the owners' representative.

13. Enforcement and Compliance.

A. Civil Action for Injunction or Equitable Relief. This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 9. Such an action may be brought individually or jointly by:

- i. the Illinois EPA;
- ii. the Holders of the Environmental Covenant; and
- iii. U.S. EPA.

B. Other Authorities Not Affected. No Waiver of Enforcement. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA's or Illinois EPA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by U.S. EPA or Illinois EPA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the U.S. EPA and Illinois EPA and any forbearance, delay or omission

to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Holders, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA or Illinois EPA.

C. Former Owners And Interest Holders Subject to Enforcement. An Owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the Owner or other person which occurred during the time when the Owner or other person was bound by this Environmental Covenant regardless of whether the Owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person. As provided by Paragraph 34(d) of the above-referenced Consent Decree, where Grantor sells its fee interest in the Property and where the purchaser of that fee interest acknowledges in writing its responsibility to comply with this Environmental Covenant, and Grantor provides U.S. EPA and Illinois EPA with a copy of such written acknowledgement, Grantor shall not be liable for such purchaser's compliance with this Environmental Covenant.

14. Prior Environmental Deed Restrictions: This Environmental Covenant terminates the Environmental Deed Restrictions for the Property recorded by TLD on November 5, 2004 in Book 1034, Page 151.

15. Waiver of certain defenses: This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

16. Future Conveyances, Notice and Reservation:

A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF MONTGOMERY COUNTY, ILLINOIS ON December 13, 2011 AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY GRANTOR AS A UECA HOLDER, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AS A UECA HOLDER AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.

B. As required by Paragraph 34(d) of the above-referenced Consent Decree, the Grantor shall provide written notice to U.S. EPA at least 30 days prior to any conveyance of fee title to the Property or any portion of the Property. Among other things, the notice shall identify

the name and contact information of the transferee, and the portion of the Property to be conveyed to that owner.

17. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

T.L. Diamond & Company, Inc.
30 Rockefeller Plaza
New York, New York 10112-2200

William K. Dodds, Esq.
Dechert LLP
1095 Avenue of the Americas
New York, NY 10036

John M. Ix, Esq.
Dechert, LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104-2808

United States Environmental Protection Agency
Superfund Division
77 W. Jackson Blvd.
Mail Code: SR-6J
Chicago IL 60604-3590

Illinois Environmental Protection Agency
Federal Site Remediation Section
Division of Remediation Management
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

18. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Owner any termination, amendment or

modification of this Environmental Covenant, the Owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification.

Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. the Illinois EPA;
- ii. the U.S. EPA;
- iii. each person holding a recorded interest in the Property, including those interests in Appendix A;
- iv. each person in possession of the Property; and
- v. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the Owner shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

19. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Grantor to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA and U.S. EPA, whichever is later.

FOR T.L. DIAMOND & COMPANY, INC.

IN WITNESS WHEREOF, T.L. Diamond & Company, Inc. has caused this Notice to be signed in its name.

Executed this ⁹⁻²~~5~~ ^{1st} day of DEC, 2011.

T.L. Diamond & Company, Inc.

Theodore Diamond

By:

Theodore Diamond, President

STATE OF NEW YORK)

) ss

COUNTY OF NEW YORK)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that THEODORE DIAMOND personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary seal, this 1 day of Dec. A.D. 20111.

Tiffany N. Adams
Notary Public

My Commission Expires: 7/3/14

TIFFANY N. ADAMS
Notary Public, State of New York
No. 01AD8148922
Qualified in New York County
Commission Expires 7/3/14

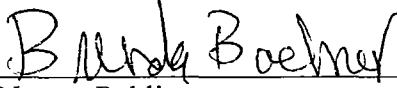
FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

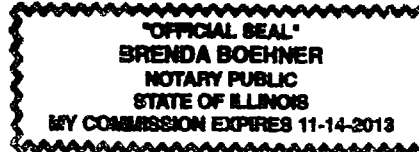
By  (signature)
John J. Kim, Interim Director

Illinois Environmental Protection Agency

State of Illinois)
)SS.
County of Sangamon)

This instrument was acknowledged before me on 12-6, 2011, by John J. Kim, Interim Director of the Illinois Environmental Protection Agency, a state agency, on behalf of the State of Illinois.

 (signature)
Notary Public
My Commission Expires 11-14-13



FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

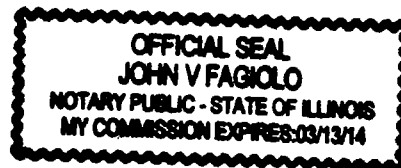
On behalf of the Administrator of the
United States Environmental Protection Agency

By: Richard C Karl
Richard C. Karl, Director
Superfund Division
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 4TH day of
OCTOBER, 2011, by Richard C. Karl, Director, Superfund Division, Region 5 of the United
States Environmental Protection Agency.

John V Fagiolo (signature)
Notary Public
My Commission Expires 3/13/2014



APPENDIX A

Illinois Power Company

City of Hillsboro, Illinois